



**SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS**

**Thursday
June 10, 2021**

**Virtual Meeting
Zoom Meeting: [Zoom.us](https://zoom.us)
Meeting ID: [820 6332 8775](https://zoom.us/j/82063328775)
Meeting Password: 3217
7:00 P.M.**

**REGULAR MEETING
A G E N D A**

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Brown, Engel, Rafferty, Adams, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD MAY 27, 2021.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**
- 5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**

6. **PUBLIC SESSION:** Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the “raise hand” feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

Please raise your hand in the following ways:

Telephone: Press “*9” to raise your hand and notify the meeting Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

Computer and Mobile: Click the “raise hand” button to notify the Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE REVOCABLE LICENSE AGREEMENT BETWEEN THE DISTRICT AND VALLEY ART GALLERY.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE TWENTY-THIRD AMENDMENT OF AGREEMENT BETWEEN THE DISTRICT AND CJJ FARMING.**
9. **AUTHORIZATION FOR UP TO TWO INDIVIDUALS TO ATTEND THE INTERNATIONAL SECURITY CONFERENCE AND EXPOSITION (ISC WEST), HELD IN LAS VEGAS, NV JULY 19-21, 2021.**
10. **AUTHORIZATION FOR TUITION REIMBURSEMENT FOR ONE STAFF MEMBER.**
11. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE THE AMENDMENT TO LEASE BETWEEN THE DISTRICT AND BANK OF AMERICA, N.A., AS SUCCESSOR TRUSTEE OF THE EUGENE RENE LEROY TRUST.**
12. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
- a) **Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-10, APN 111-231-11, AND APN 111-231-17 (Gov. Code Section 54956.8)**
 - b) **Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Smith, Santa Barbara Superior Court Case No. 20CV04445.**
 - c) **Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.**
13. **DIRECTORS’ COMMENTS.**
14. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD MAY 27, 2021

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting via a virtual meeting at 7:00 p.m. Present were Directors Engel, Rafferty, Adams and Baskett. General Manager Hastert, Manager of Finance & Administration Reade, and District Counsel George. Director Brown was absent.

1. MINUTES OF THE REGULAR MEETING HELD May 13, 2021. Director Rafferty made a Motion to approve the minutes of the regular meeting held May 13, 2021. Director Adams Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – The committee did not meet but discussed a potential change in vendor for credit card acceptance via email.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – The committee will meet with the Mobile Home Park President regarding the Homeowners Association.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
3. GENERAL MANAGER'S REPORT. Mr. Hastert notified the Board the District has put out an RFQ for video surveillance and staff has begun training on the new financial software. He has had three meetings with the District's Broker and potential developers. He also met with Phillip 66 regarding a pipeline, The Central Coast Jet Center and the new Fire Chief for an introduction and a tour of the Tanker Base and with the Guadalupe Police Chief regarding a new officer.
4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.

 - a) Demand Register. The Demand Register, covering warrants 069006 through 069047 in the amount of \$145,892.73 was recommended for approval as presented. Director Rafferty made a Motion to accept the Demand Register as presented. Director Baskett Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".

5. DISTRICT COUNSEL'S REPORT. Nothing to report.
6. PUBLIC SESSION: Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the "raise hand" feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

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No one requested to speak.

7. Resolution 899. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting the Appropriations subject to Limitation for Fiscal Year 2021-2022 under California Constitution Article XIII B (As Amended) and Implementing Statutes. Director Adams made a Motion to approve. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".
8. Authorization for the President and Secretary to execute the Building Space Lease between the District and the Santa Barbara County Fire Department at 3117-D Liberator Street. Director Baskett made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".
9. Consent to sublease for Maldonado Companies to Arista Aviation Services, LLC. Director Baskett made a Motion to approve with Counsel's revisions. Director Adams Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".
10. Authorization for the President and Secretary to execute the Revocable Permit Agreement between the District and Skydive Santa Barbara. Director Rafferty made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".
11. Authorization for the President and the Secretary to execute an Air Service Development Contract between the District and Mead & Hunt, Inc. Director Rafferty made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".
12. Authorization for the President and Secretary to execute the Fifth Amendment of Ground Lease Agreement between the District and Santa Maria Karting Association. Director Adams made a Motion to approve. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".

13. Authorization for the General Manager to execute an Indemnification Agreement by and between the City of Santa Maria, G3, LLC, and the Santa Maria Public Airport District. Director Adams made a Motion to approve. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".
14. CLOSED SESSION. At 7:21 p.m. the Board went into Closed Session to discuss the following item(s):
- a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-10 and APN 111-231-11, APN 111-231-17(Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Smith, Santa Barbara Superior Court Case No. 20CV04445
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444
- At 7:37 p.m., the Board and staff reconvened to Open Public Session.
- There were no reportable actions.
15. DIRECTORS' COMMENTS: Directors Engel, Rafferty, Adams and Baskett had no comment.
16. ADJOURNMENT. President Engel asked for a Motion to adjourn to a Regular Meeting to be held on June 10, 2021, at 7:00 p.m. via a virtual meeting. Director Rafferty made that Motion, Director Adams Seconded and it was carried by the following roll call vote. Directors Engel, Rafferty, Adams and Baskett voted "Yes".

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:38 p.m. on May 27, 2021.

Steve Brown, President

Hugh Rafferty, Secretary

2020-2021

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 069048 to 069097 and electronic payments on Pacific Premier Bank and in the total amount of \$178,573.33

CHRIS HASTERT
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 069048 to 069097 and electronic payments on Pacific Premier Bank in the total amount of \$178,573.33 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF JUNE 10, 2021.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069048	5/28/2021	Advantage Answering Plus	348.93	Answering Service
* 069049	5/28/2021	Aflac	277.56	Voluntary Ins. - Employee
* 069050	5/28/2021	AT&T	45.18	Phone Service
* 069051	5/28/2021	Bomar Security	944.00	Security Service
* 069052	5/28/2021	Clark Pest Control	966.00	Weed/Vector Control
* 069053	5/28/2021	Coastal Ag	1,426.29	Heavy Equip. Maint.
* 069054	5/28/2021	Perry Eychaner	250.00	Lease Termination Refund
* 069055	5/28/2021	Fastenal Company	30.72	Shop Supplies
* 069056	5/28/2021	Fence Factory	426.54	Fencing & Gates
* 069057	5/28/2021	Frontier Communications	685.03	Telephone Service
* 069058	5/28/2021	Grainger	213.81	Safety Equipment
* 069059	5/28/2021	Ray Heath	3,575.20	Consulting Service
* 069060	5/28/2021	Interstate Batteries	182.59	Auto Maint. - Mechanical
* 069061	5/28/2021	J B Dewar, Inc	620.61	Fuel Expense - Gas/Diesel
* 069062	5/28/2021	Los Padres Fire Protection	212.22	Fire Equipment Service
* 069063	5/28/2021	Mission Uniform Service	394.74	Uniform Service
* 069064	5/28/2021	Napa Auto Parts	322.70	Auto parts
* 069065	5/28/2021	Outdoor Supply Hardware	504.41	Hardware & Supplies
* 069066	5/28/2021	Principal Financial Group	2,602.39	Dental, Life, Disability, Vision
* 069067	5/28/2021	Veroneka Reade	375.00	Medical Reimbursement
* 069068	5/28/2021	Special Dist. Risk Mgmt.	19,136.37	Workers Compensation 2021-22
* 069069	5/28/2021	S Lombardi & Assoc., Inc.	23,427.00	Airport Advertising
* 069070	5/28/2021	Santa Maria Valley Crop	7,316.22	Weed/Vector Control
* 069071	5/28/2021	Smith's Alarms	100.00	Fire Alarm Service
* 069072	5/28/2021	Tartaglia Engineering	19,304.50	Consulting Service
* 069073	5/28/2021	Winema Industrial & Safety	113.14	Safety Equipment
* 069074	6/4/2021	Adamski Moroski	9,704.25	Legal Service
* 069075	6/4/2021	AT&T	386.52	Phone Service
* 069076	6/4/2021	BMI PacWest	253.05	Buildg. Maint. - Terminal
* 069077	6/4/2021	Bomar Security	5,472.65	Security Service
* 069078	6/4/2021	Brayton's Power Wash	950.00	Street Sweeping
* 069079	6/4/2021	Central City Tool Supply	85.71	Small Tools
* 069080	6/4/2021	Coast Networx	210.00	Computer Support
* 069081	6/4/2021	City of Santa Maria-Util Div	5,337.61	Water Invoices

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069082	6/4/2021	Clark Pest Control	333.00	Weed/Vector Control
* 069083	6/4/2021	Fedak & Brown LLP	4,704.00	Annual Audit
* 069084	6/4/2021	Fence Factory	893.99	Fencing & Gates
* 069085	6/4/2021	Frontier Communications	1,415.25	Telephone Service
* 069086	6/4/2021	The Gas Company	884.31	Utilities
* 069087	6/4/2021	J B Dewar, Inc	98.24	Fuel Expense - Gas/Diesel
* 069088	6/4/2021	J.D. Humann Landscape	2,214.43	Landscape Maintenance
* 069089	6/4/2021	MarTeeny Designs	275.00	Web Page Maint.
* 069090	6/4/2021	Mission Uniform Service	451.43	Uniform Service
* 069091	6/4/2021	Quadient Finance	800.00	Postage
* 069092	6/4/2021	Hugh Rafferty - Reimbursement	95.00	SWAAE Dues
* 069093	6/4/2021	ROKLIN Systems	998.87	Asphalt Repair
* 069094	6/4/2021	Safety-Kleen	647.06	Solvent
* 069095	6/4/2021	San Luis Powerhouse	2,115.00	Generator Maintenance
* 069096	6/4/2021	Verizon Wireless	854.18	Mobile Devices
* 069097	6/4/2021	Winema Industrial & Safety	113.14	Safety Equipment
			<u>\$123,093.84</u>	
ACH	5/25/2021	Umpqua Bank	6,540.58	Travel/Computer Supplies/Safety Equip
ACH	5/27/2021	Paychex	24,922.60	Payroll
ACH	5/28/2021	Paychex	178.20	Paychex Invoice
ACH	5/28/2021	Mass Mutual	4,328.37	Employee Paid Retirement
ACH	5/28/2021	Paychex	5,296.17	Payroll Taxes
ACH	6/1/2021	ReadyRefresh by Nestle	55.11	Water Delivery
ACH	6/2/2021	Pacific Premier Bank	1,405.28	Credit Card Fee
ACH	6/4/2021	ReadyRefresh by Nestle	85.56	Water Delivery
ACH	6/4/2021	PG&E	6,684.41	Terminal/Admin./Main Hangar
ACH	6/4/2021	Xerox Financial Services	536.53	Copier Lease
ACH	6/8/2021	CalPERS	5,446.68	Employee Retirement
Subtotal			<u>\$ 55,479.49</u>	
Total			<u><u>\$178,573.33</u></u>	



April 22, 2021

Item 7
6-10-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Valley Art Gallery Revocable License Agreement

Recommendation:

Staff recommends that the Board of Directors authorize the President and Secretary to execute the Revocable License Agreement between the District and Valley Art Gallery.

Discussion:

The Valley Art Gallery through this and previous agreements maintains a display of local artists on the walls of the terminal building and the small display area adjacent to the rental car counters. This display consists of approximately 45 pieces of art and is rotated on approximately a 30-day schedule. This community display of local artists has generated many compliments from traveling passengers and has been awarded "Best Place to View Art" for Northern Santa Barbara County in the Santa Maria Sun for several years.

Please let me know if you have any questions.

Sincerely,

Chris Hastert, CM
General Manager

REVOCABLE LICENSE AGREEMENT

(Display in Airline Terminal)

This Revocable License Agreement ("License") is made and entered into this 2nd day of June 2021, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California (hereinafter "District") and Valley Art Gallery, a California Non-Profit Corporation (hereinafter referred to as "Licensee"); jointly referred to hereinafter as the "Parties".

RECITALS

- A. District owns and operates the Santa Maria Public Airport (hereinafter "Airport") located in the City of Santa Maria, County of Santa Barbara, State of California. The Airport Terminal Building at the Airport has Display Space available.
- B. Licensee desires to secure from District a non-exclusive, non-transferable and revocable license to use Display Space in the Airline Terminal Building at the Airport to display artwork during term of this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants hereinafter contained to be kept and performed by the Parties hereto, the Parties agree as follows:

1. License. District hereby gives Licensee, under the conditions set forth herein, a non-exclusive, non-transferable and revocable license to place approximately 45 pieces of artwork by Licensee in Display Spaces in the Terminal Building, at 3249 Terminal Drive, Santa Maria, CA 93455, at the location shown on the diagram marked Exhibit "A", attached and incorporated by this reference (the "Premises"). District reserves the right to amend the space available upon 30 days written notice to Licensee. District reserves the right to install, maintain or license other displays in the Terminal Building.

2. Term/Termination of License. The term of this License shall be one year commencing July 1, 2021 and expiring on June 30, 2022.

3. License Fees. Not Applicable

4. Permitted Use of Display. Subject to the terms and conditions set forth, Licensee may use the Display Space only as described in Paragraph 1. Specific artwork is subject to review and approval of District's General Manager and shall be tasteful and sensitive to the primary nature of the space as a passenger terminal. The Display shall not contain any items or materials which advertise, promote or comment on any person, business, service, entity, cause, belief or action.

5. Utilities and Building Services. District will provide adequate light, heat, water, janitorial service and air conditioning for the public spaces in the Terminal Building.

6. Taxes, Rents. Licensee shall pay, before delinquency, any and all taxes, assessments, fees or charges, including possessory interest taxes which may be imposed, levied or assessed upon any leasehold or possessory interests of

Licensee, and personal property, improvements or fixtures owned, controlled or installed by Licensee and used or located on the Airport. Licensee shall also secure and maintain in force during the term of this License all licenses and permits necessary or required by law for the conduct of Licensee's business or operations.

7. Use and Condition of Premises. Licensee may use the Display Space only for the permitted uses herein. Licensee represents that it has inspected the Display Space and accepts the condition and location of the Display and assumes all risks incidental to use thereof.

8. Parking. While setting up or changing the contents of the Display, vehicles of Licensee and Licensee's employees and invitees shall be parked only in areas designated by District.

9. Licensee's Agreements. Licensee agrees to do all of the following:

- a. Comply with the rules, regulations and directives of District related to use of the Display, the Airport and its facilities.
- b. Comply with all laws, regulations, ordinances, and orders of federal, state and local governments as they relate to Licensee's use of the Display, the Airport and Airport facilities.
- c. Deliver possession of the Display Space to District on termination of this License in at least as good condition as it is at the inception of this License, ordinary wear and tear and damage by fire or act of God excepted, and free of any personal property.
- d. Maintain the Display Space in a clean, orderly and safe manner at all times.

10. Prohibitions. Licensee agrees not to do any of the following:

- a. Install or place any material or items in the Display without the prior written approval of District's General Manager.
- b. Store any property on the Airport in addition to the artwork on display.
- c. Alter, change, or improve the Display without District's prior written consent.
- d. Fasten or erect any sign on the Display Space or the Airport without the written consent of District.
- e. Assign this License or any portion thereof.
- f. Use the Display in any manner not consistent with the International Conference of Building Officials Uniform Building Code and Western Fire Chiefs Association Uniform Fire Code editions currently in use.

- g. Place any toxic, hazardous or explosive materials or items in the Display Space.

11. Notices. Notices required under this License shall be by United States Mail, postage prepaid, addressed as follows:

District: Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455
Attention: General Manager

Licensee: Valley Art Gallery
PO Box 2285
Santa Maria, CA 93455
Attention: Rob Paulus

Either party may change its address for notices by written notice to the other party.

12. Indemnification and Release. Licensee shall indemnify, hold harmless and defend (with counsel acceptable to District) District, its officers, directors, employees and representatives from and against any and all claims, demands, liability, loss, damages, costs, attorneys' fees and other expenses resulting or allegedly resulting from Licensee's performance under this License or Licensee's use, misuse or neglect of the Display, the Airport or the Airport facilities. Licensee releases District, its officers, directors, employees and representatives from any and all loss or damage to the Display and their contents, regardless of cause.

13. Security. District shall have no obligation to provide security for the Display.

14. Attorneys' Fees. In the event any action or proceeding is brought by either party against the other under this License, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

15. Assignment. Licensee shall not assign or transfer this License, in whole or in part, in any manner, directly or indirectly, by operation of law or otherwise. Any attempt to assign or transfer this Agreement in violation of the provisions of this paragraph shall immediately terminate the License.

16. Interpretation and Venue. This License shall be governed by and construed in accordance with the laws of the State of California. This License has been entered into and is to be performed in the City of Santa Maria, County of Santa Barbara, State of California. Any legal action relating to this License shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

17. FAA Rider. The provisions of the Federal Aviation rider attached hereto as Exhibit "B" are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this License the day and year first above written.

Dated: June 10, 2021

Approved as to content for District

General Manager

Approved as to form for District:

District Counsel

DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: _____
Steve Brown, President

By: _____
Hugh Rafferty, Secretary

PERMITTEE:

Valley Art Gallery

Rob Paulus, President

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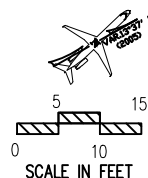
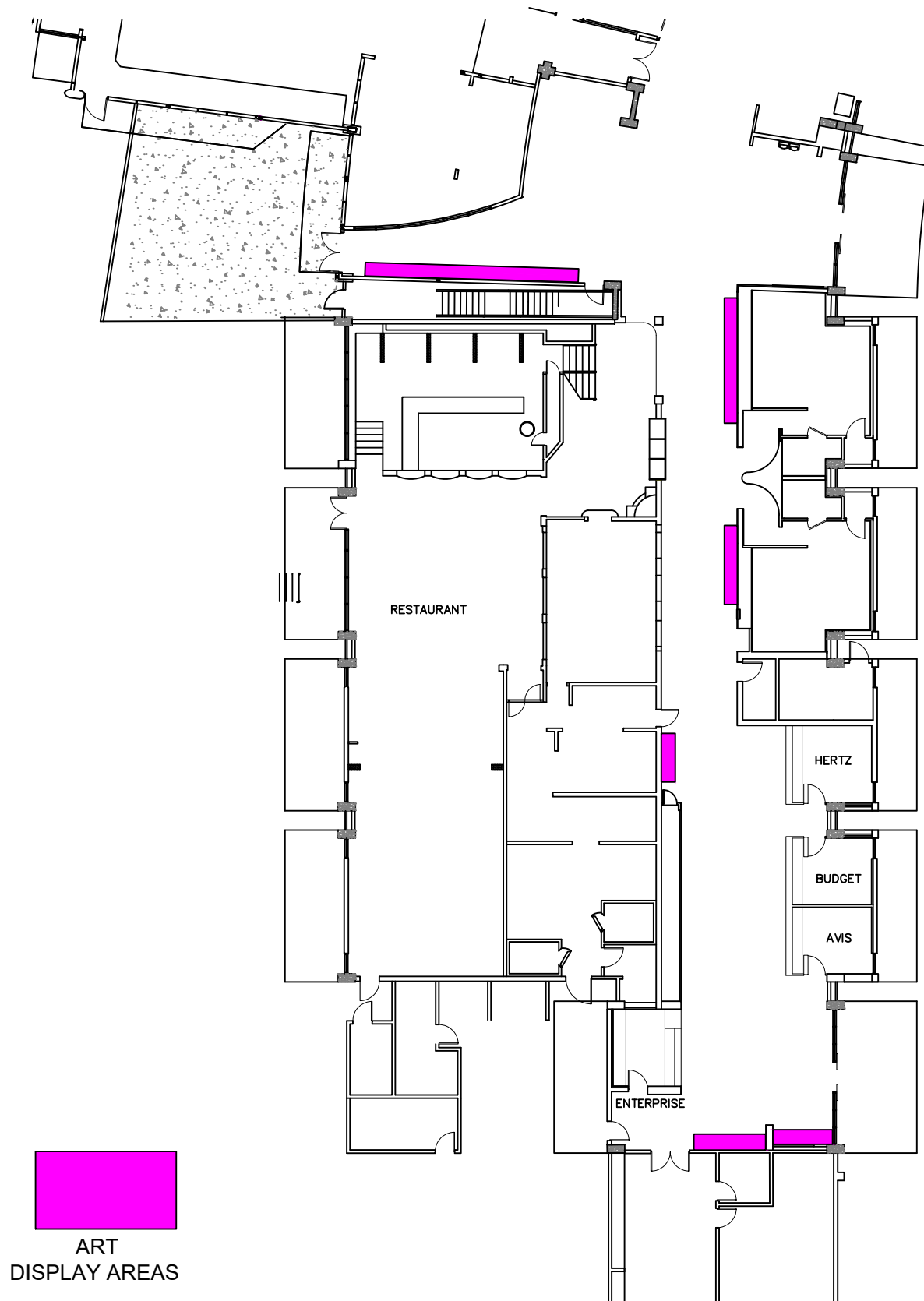


EXHIBIT "B"

RIDER

Rider to the Revocable Permit dated July 1, 2021, herein called "License") between Santa Maria Public Airport District (herein called "District") and Valley Art Gallery (herein called "Licensee").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the leased property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and repossess the leased property and the facilities thereon and hold the same as if this lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased property.

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased property, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased property.

12. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

13. There is hereby reserved to District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased property above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached; District reserves the right to enter upon the leased property and cause the abatement of such interference at the expense of Tenant.

16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.



April 22, 2021

Item 8
6-10-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: CJJ Farming 23rd Amendment of Lease

Recommendation:

Staff recommends that the Board of Directors authorize the President and Secretary to execute the twenty third (23rd) amendment of lease between the District and CJJ Farming.

Discussion:

CJJ Farming entered into a lease with the District in April 2000 for approximately 118 acres of agricultural land. Since the initial lease in 2000, there have been several amendments extending the term, adding additional acreage, and adjusting the rent to reflect the agriculture rate as approved by the Board of Directors in the annual Rates and Charges resolution.

Currently CJJ farming leases a total of 339.57 acres consisting of land primarily associated with the future Airport Business Park area included in the 2008 Airport Business Park Specific Plan.

The majority of the leased land (326.05 acres) is extended on a year to year basis with the current term expiring December 31, 2021. A small 13.52 acre portion is currently a part of a specific plan amendment and projected to be developed in the initial phase of the Business Park. As this area may be developed earlier than other parcels, the term for this area has been extended on a six month basis rather than the one year increments of the majority of the lease. Although this area remains likely to be developed first, the process is expected to take at least another 6 months, allowing the 13.52 acre portion to be extended through December of this year.

Please let me know if you have any questions.

Sincerely,

Chris Hastert, CM
General Manager

TWENTY THIRD AMENDMENT OF LEASE

Re: Land Lease (Farming) dated April 13, 2000, commencing retroactively on April 1, 2000 between SANTA MARIA PUBLIC AIRPORT DISTRICT and CJJ FARMING, a California corporation, covering land at the Santa Maria Public Airport, as extended ("Lease")

The undersigned, SANTA MARIA PUBLIC AIRPORT DISTRICT, ("District") and CJJ FARMING, a California corporation ("Tenant") do hereby agree to amend the above-referenced Lease effective immediately, as follows:

1. Extension of Term. District grants Tenant a six (6) month extension of the Lease, commencing July 1, 2021, and expiring on December 31, 2021, for the 13.52-acre portion of the premises shown on the west side of Foxenwood Lane on Exhibit "A-1" unless sooner terminated. No options to extend are granted; any additional extension of this Lease shall be by mutual agreement of the parties only.

All of the terms, covenants, conditions, and provisions and agreements of said Lease, as amended, shall remain in full force and effect.

Dated: June 10, 2021

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT
DISTRICT

General Manager

Steve Brown, President

Approved as to form for District:

Hugh Rafferty, Secretary

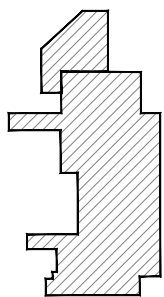
District Counsel

CJJ FARMING, a California corporation

Juan Cisneros, General Manager

Jesus Cisneros, Secretary

FOSTER RD.



13.52 AC.

12.98 AC.

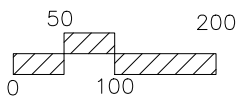
FOXENWOOD LANE

~~ORCUTT RD - AIRPORT BOUNDARY~~



AIRPORT BOUNDARY

UNION VALLEY PKY.



SCALE IN FEET



3217 TERMINAL DR.
SANTA MARIA, CA
93455.
(805) 922-1726

REVISIONS	
DATE	BY:
8/20/18	RH

DRAWN BY:
RAY HEATH

EXHIBIT "A-1"

CJJ FARMING

DRAWING

CJJ FARMING

1 OF 1



June 10, 2021

Item 9
6-10-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Authorization for up to two individuals to attend the international security conference and exposition (ISC West), held in Las Vegas, NV July 19-21, 2021.

Summary

The International Security Conference & Exposition – also known as ISC West is a conference that welcomes the security & public safety to have the opportunity to network and connect with thousands of security & public safety professionals, learn from dynamic programs, plus explore the latest technologies in Access Control & Visitor Management, Video Surveillance, Alarms & Monitoring, Emergency Response and Public Safety.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	2		\$800.00	\$1,600.00
	Transportation	2		\$700.00	\$1,400.00
	Lodging	2	4	\$150.00	\$1,200.00
	Meals	2	5	\$60.00	\$600.00
	Total:				\$4,800.00

Overall Impact:

Recommended 2021-2022 Budget for Business Travel	\$83,660.00
Previously Approved Business Travel	\$13,721.00
Amount of this Request	\$4,800.00
Balance Remaining if Approved	\$65,139.00

Recommendation

Staff is currently making efforts to upgrade or replace our video surveillance and access control systems, staff recommends authorization to attend this security industry conference to assist in determining the best technology to meet our needs as a part of the upgrade process.

Sincerely,

Chris Hastert, CM
General Manager



June 10, 2021

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Authorization for tuition reimbursement for one staff member

Summary

Based upon section 10.5 of the Personnel Manual I am requesting reimbursement for Katya Haussler. Ms. Haussler has completed and passed this course at Allan Hancock College.

Budget

Course	Tuition				
Intro to Accounting Info Systems	\$215.49				
Total:	\$215.49				\$215.49

Overall Impact

Approved 2019-2020 Budget for Education	\$16,000.00
Previously Approved for Education	6,096.00
Current Balance for Education	9,904.00
Amount of this Request	215.49
Balance Remaining if Approved	9,688.51

Recommendation

I recommend we reimburse Ms. Haussler as the District will benefit as a result of additional training in accounting Systems. Ms. Haussler assists the accounting department which is currently transitioning to a new Accounting System.

Sincerely,

Veroneka Reade
Manager of Finance & Administration

Allan Hancock College Student Schedule/Payment History

Schedule For

Student Name	Student ID	Selected Term
Yekaterina Haussler	H01065483	202140 Spring 2021

Any Active Holds

Hold Type	Hold Type Description	From	To	Amount	Reason
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Registered Classes

CRN	Details Link ()	Subject Code	Course Number	Title	Credit Hours	Start Date	End Date	Times	M	T	W	R	F	Sa	Su	Building	Room
41631 (online)	Link	ACCT	150	Intro to Acct Info Systems	3	01/19/2021	05/19/2021	TBA								ONLINE	DL

Waitlisted Courses

CRN	Details Link ()	Subject Code	Course Number	Title	Credit Hours	Start Date	End Date	Times	M	T	W	R	F	Sa	Su	Building	Room
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Additional Information

CRN	Details Link ()	Subject Code	Course Number	Sequence	Title	Instructor	Instructor Email	Refund Deadline	Last Day to Drop Without a W	Last Day to Drop With a W
41631	Link	ACCT	150	A	Intro to Acct Info Systems	Mcgill, Myra	myra.mcgill@hancockcollege.edu	01/31/2021	01/31/2021	04/16/2021

Account Information

Pay your fees!

This statement reflects the current balance on your account. If you have an amount due, select the Pay Now button to pay these fees prior to your payment deadline to avoid being dropped from your classes or placed on a hold. If you have a credit listed on your account, select the Refund Request button to submit your request.

If you have an account balance of \$50.00 or more, you may be automatically dropped from classes. It is your responsibility to drop yourself from any classes you no longer want to attend.

For fee questions, contact the District Cashier office at cashiering@hancockcollege.edu

For financial aid questions, contact the Financial Aid office at finaid@hancockcollege.edu

Account Summary for

Student Name	Student ID	Selected Term
Yekaterina Haussler	H01065483	202140 Spring 2021

Term	Description	Indicator	Amount	Balance
Spring 2021	Enrollment Fee	Charge	\$138.00	\$.00
Spring 2021	Health Fee	Charge	\$21.00	\$.00
Spring 2021	Student Representative Fee	Charge	\$2.00	\$.00
Spring 2021	Credit Card Payment Web	Payment	\$161.00	\$.00

Item	Dollar Amount
Term Charges	\$161.00
Term Credits/Payments	\$161.00
Term Balance	\$.00
Previous Balance	\$.00
Account Balance	\$.00

ORDER UPDATE

Hello,

Thank you for your order. The items below have shipped. Your order may arrive in multiple packages. If your order contains a digital item, your digital access information is below. Keep this email for reference.

Order Summary

Order Number: 15350000018534

Order Date: Jan 15, 2021

Receipt Method: No Shipping Required

Ship to:

Order Details

Product Details:

Using QuickBooks Accountant 2018 for Accounting (book only)

Author:Owen

Edition:16th

All > Spring 2021 > ACCT > 150 > 41631

Duration: 180 Days

STATUS:FULFILLED

Qty: 1

Unit Price: \$54.49

RENT DIGITAL

Product Total: \$54.49

Product Total:	\$54.49
Sales Tax:	\$0.00
Rental Tax:	\$0.00
Tax Total:	\$0.00
Order Total [USD]:	\$54.49 (USD)

Digital Order Details

Product Details:

Using QuickBooks Accountant 2018 for Accounting (book only)
 Author:Owen
 Edition:16th
 Digital Edition
 Duration: 180 Days

DIGITAL ACCESS INFORMATION: To access your digital selection, simply click on the Access URL and follow instructions

Access URL:

<https://brytewave.redshelf.com/>

Access Code: GYHCHT7YU7T1MFZF

Contact Information

Allan Hancock College Bookstore
 Bldg. G-110
 801 S Bradley Road
 Santa Maria, CA 93454
 phone:(805) 922-2391
 email: hancockcollege@bkstr.com

Return Policy

View our [return policy](#).

Order Status

View your [order status](#).

View Grades

Student Grades - Yekaterina A Haussler (H01065483)

Spring 2021Credit

GPA Summary

View Details

4.00	3.53	0.00	3.53
Selected Term	Institutional	Transfer	Overall

Primary Curriculum

View Details

Level :

Credit

College :

Allan Hancock

Degree :

Associate in Science

Program :

Accounting

• •

Course Work

Search by Course Title or Subject Code

Subject	Course Title	Campus	Midterm Grade	Final Grade	Attempted Hours	Earned Hours	GPA Hours	Quality Points	CRN	Action
ACCT 150, A	Intro to Acct Info Systems	ON		A	3.000	3.000	3.000	12.00	41631	



April 22, 2021

Item 11
6-10-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Outer Marker Lease Site

Recommendation:

Staff recommends that the Board of Directors authorize the President and Secretary to execute the amendment of lease between the District and Bank of America, N.A. as successor Trustee of the Eugene Rene Leroy Trust.

Discussion:

The District was contacted by the Federal Aviation Administration who requested that the expired lease covering the small parcel of land just east of the City of Guadalupe be renewed. This parcel is home to the outer marker, a radio device operated by the FAA as a part of the ILS approach to runway 12. During the runway extension process the Outer Marker was originally scheduled for elimination, however following feedback from local pilots it was determined that the marker would remain until further notice. This amendment retroactively extends the lease for the outer marker site from July 1, 2011 through June 30, 2041. The property owner has agreed to keep the rent very low (\$20 for entire term extension) due to the public benefit of the ILS system and the role the outer marker plays for those aircraft utilizing this approach that require the use of the outer marker.

Please let me know if you have any questions.

Sincerely,

Chris Hastert, CM
General Manager

**AMENDMENT TO LEASE
(Santa Maria Airport)**

THIS AMENDMENT TO LEASE (the "Amendment") is entered into as of June 10, 2021 by and between Bank of America, N.A., as Successor Trustee of the Eugene Rene LeRoy Trust ("Owner"), and Santa Maria Public Airport District, a public district of the State of California ("Airport District").

RECITALS

A. The Airport District, as Lessee, and Andre LeRoy and Eugene Rene LeRoy, as Lessors, entered into that certain Lease dated May 6, 1971 to install, operate and maintain an Outer Marker Facility on certain real property owned by Lessors and located in Santa Barbara County (as more particularly described therein, the "Leased Premises"), as part of the Instrument Landing System Facility located at the Santa Maria Airport and operated by the United States Federal Aviation Administration (the "Original Lease").

B. The Original Lease was subsequently amended, renewed and assigned, so that the current owner of the Leased Premises is Owner, and the current tenant on the Leased Premises is Betteravia Farms LLC. The Original Lease, as amended, renewed and assigned, is referred to herein as the "Lease."

C. The parties now desire to modify and extend the Lease in accordance with the provisions of this Amendment.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Extended Term; Consideration. The term of the Lease is hereby extended to June 30, 2041 and is expressly made retroactive to July 1, 2011 (the "Extended Term"). In consideration for such extension, the Airport District shall pay the amount of \$20.00 for the Extended Term, payable in advance and due upon execution of this Amendment.

2. Indemnification. As further consideration for this Amendment and as an express condition of granting the Extended Term, the Airport District, on behalf of itself, its employees, invitees and agents (collectively, the "Indemnitors"), waive any and all claims against Owner, including without limitation, all trustees and beneficiaries of Owner, and all agents, employees and advisors of Owner, its trustees and beneficiaries (collectively, the "Indemnitees"), arising at any time and from any cause while in, upon, or in any way connected with the Leased Premises, or any of the areas adjacent thereto, by virtue of the rights and benefits being conveyed and granted by Owner to Indemnitors hereunder.

Indemnitors further expressly agree to indemnify, defend and hold harmless the Indemnitees from and against any and all claims, demands, obligations, liabilities, causes of action, and expenses (including without limitation, reasonable attorneys' fees, court costs, and investigation costs) arising from or related to any act or omission of Indemnitors arising at any time and from any cause in connection with the Lease, as amended hereby.

3. Tenant Consent. This Amendment is expressly subject to the written consent of the existing tenant on the Leased Premises in the form attached hereto.

4. Confirmation of Terms and Conditions. Except as specifically modified herein, all other terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict between this Amendment and the Lease, the terms of this Amendment shall control.

5. Counterparts and Electronic Signatures. This Amendment may be signed in counterparts and signatures may be delivered electronically or by facsimile and such copies shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

OWNER:

BANK OF AMERICA, N.A.,
as Successor Trustee of the Eugene Rene LeRoy Trust

By: _____
Ben Jertberg,
Vice President, Specialty Asset Manager

AIRPORT DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTRICT,
a public district of the State of California

By: _____

Its: _____

CONSENT AND SUBORDINATION OF EXISTING TENANT

Betteravia Farms LLC, a California limited liability company, the existing tenant on the Leased Premises described in the foregoing Amendment, does hereby consent to the Amendment and the rights granted therein and to the subordination of its leasehold rights to the Lease, as amended by the Amendment.

BETTERAVIA FARMS LLC,
a California limited liability company

By: _____

Its: _____